



WESTPORT

**TOWN OF WESTPORT
REPRESENTATIVE TOWN MEETING
RTM PLANNING & ZONING AND THE RTM TRANSIT
COMMITTEES PACKET
JANUARY 5, 2026
07:00 PM**



RTM PLANNING & ZONING AND THE RTM TRANSIT COMMITTEES AGENDA

JANUARY 5, 2026
07:00 PM

1. Discontinuance of Private Roadway

To take such action as the meeting may determine, in accordance with C.G.S. Sec. 13a-49 (Discontinuance of highways or private ways), to approve the discontinuance of a proposed private roadway identified as "Proposed Road" and lying between Lot 37 and Lots 38, 39, and 40 on Map # 965.

Attachment: [_1 Discontinuance of private roadway.pdf](#)

2. Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA)

To take such action as the meeting may determine, upon the petition request from at least 20 Westport electors, to adopt a Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.

[LINK Underlying statutory basis and charge for the CMDA](#)

[LINK dit Underlying statutory basis and charge for the CMDA](#)

Attachment: [_9 CMDA - Form Municipal MOA _9 22 25 .pdf](#)

Attachment: [_9 CMDA - Form Opt-In Resolution For Municipalities Effective 10 1 25 _1 .pdf](#)

Attachment: [_9 Housing Growth Zone Memo Avon FINAL 10-10-25.pdf](#)

Attachment: [_9 Housing Growth Zone Memo Naugatuck FINAL 9-19-25.pdf](#)

Attachment: [_9 Petition.pdf](#)

Attachment: [Boundaries of Downtown as defined by the POCD.docx](#)



Kevin Christie, First Selectman

RECEIVED FOR RECORD
WESTPORT TOWN CLERK

2025 DEC 16 P 4: 06

JEFFREY M.
DUNKERTON

MEMO

TO: Jeff Wieser, RTM Moderator
Jeff Dunkerton, Town Clerk

CC: Rosamund Koehler, Esq.
Eileen Lavigne, Esq., Assistant Town Attorney

FROM: Kevin Christie, First Selectman *kc*

DATE: December 11, 2025

RE: C.G.S. Sec. 13a-49. Discontinuance of highways or private ways.
7 High Gate Road

Notice is hereby given that at its public meeting of December 10, 2025, the Westport Board of Selectman unanimously approved the following resolution:

RESOLVED, that in accordance with C.G.S. Sec. 13a-49. Discontinuance of highways or private ways. the discontinuance of that certain piece of land situated in the Town of Westport, County of Fairfield and State of Connecticut, shown as "Proposed Road" and lying between Lot Number 37 on the north and Lots 38, 39 and 40 on the South as shown on "Map of Property of Mae L. Jennings, Westport Conn. April 1932," on file in the Westport Town Clerk's Office as Map 965, and further delineated on the "Zoning/Location Survey Map of Property prepared for Elizabeth Zobel & Ronald Zobel, 7 High Gate Road, Westport Connecticut, dated June 24, 2009 by Walter H. Skidd, Land Surveyor, LLC." is hereby APPROVED.

Kindly place this item on the next available agenda of the Representative Town Meeting for its review and approval. Attached are related documents.

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1111 • Fax (203) 341-1038
Email: selectman@westportct.gov • Website: www.westportct.gov

KOETHER LEGAL SERVICES, LLC.

October 16, 2025

Jennifer Tooker, First Selectwoman
Andrea Moore, Selectwoman
Candice Savin, Selectwoman
110 Myrtle Lane
Westport CT 06880

RE: Petition to abandon a paper road at 7 High Gate Lane, Westport CT pursuant to CGS Sec 13a-49.

Dear Board of Selectwomen:

I write on behalf of Ronald & Elizabeth Zobel who own 7 High Gate Road. In 2008, the Zobels purchase 7 High Gate (V. 2931 P. 87). In 2011, the Zobels purchased a strip of land from their then neighbor, Ronald Bertasi (V3224 P 113). The Bertasis conveyed to the Zobels via Warranty Deed. For chain of title for Bertasi, see attached deeds (V 490 P.19 – Jennings to Bertasi; V 430 P 138 – Fortuna to Bertasi; V3224 P 112 - Renzulli to Bertasi).

According to the original subdivision, a copy of which is attached hereto as an exhibit, you will notice a paper road on Map 965 dated April 1932 and Map 10258 dated March 18, 2016. You will see thereon, that the Map depicts a 'proposed road' lying between Lot Number 37 on the north and lots 38, 39 and 40 on the south (Map 965). On Map 965, you can see that while this is the original subdivision map, the eventual layout of the subdivision ended up being different.

The 'proposed road' was never approved as road nor has it ever been used for a road nor right-of-way. The 'proposed road' has never been anything other than lawn which was owned by the predecessors of the Bertasi family and then the Zobels by virtue of the warranty deed from the Bertasis to the Zobels.

I had an extensive title search done by First American Title Insurance Company on 7 High Gate as well as the surrounding lots. First American concluded that title to the "proposed road" is 100% vested in the Zobels and that no other parties or property owners have any affirmative right to the "proposed road".

The Zobels wish to have this 'proposed road' officially abandoned by the Town so that they might have the opportunity to use their property without the restrictions that the 'proposed road' seemingly create.

Thank you for your assistance with this matter. Please let me know if there are further documents you need to assist with your decision process.

Sincerely,


Rosamond A. Koether, Esq.

10 SAUGATUCK AVENUE, SUITE 102
WESTPORT, CT 06880
(203) 856-4204

Sec. 13a-49. Discontinuance of highways or private ways. (a)(1) The selectmen of any town may, subject to approval by a majority vote at any regular or special town meeting, as applicable, by a writing signed by them, discontinue any highway or private way, or land dedicated as such, in its entirety, or may discontinue any part thereof or any property right of the town or public therein, except when laid out by a court or the General Assembly, and except where such highway is within a city, or within a borough having control of highways within its limits.

(2) Whenever the selectmen of a town meet to take final action on the discontinuance or partial discontinuance of a highway or private way, or land dedicated as such, the selectmen shall provide written notice of their meeting to each owner of property that bounds such highway or private way, or land dedicated as such. If, in the opinion of the selectmen, the boundary lines or limits of such highway or private way, or land dedicated as such, have become lost or uncertain, the selectmen shall make reasonable efforts to identify the boundary lines or limits of such highway or private way, or land dedicated as such, and shall give notice of such meeting to each owner of property that bounds such identified boundary line or limit in accordance with this subdivision. Such reasonable efforts need not include an examination of title, or abstracts thereof, or a land survey. The notice required pursuant to this subdivision shall not be required if the selectmen make a finding on the record, supported by articulated fact, that (A) such owner's property does not bound a part of such highway or private way, or land dedicated as such, or identified boundary line or limit of such highway or private way, or land dedicated as such, that is being discontinued, (B) such notice is not necessary, and (C) such property would not lose its sole access to a highway or private way, or land dedicated as such, because of such discontinuance or partial discontinuance. Such notice shall be provided by mailing a notice of the date, time, place and subject of such meeting of the selectmen to such owner at such owner's address, as shown on the last-completed grand list of the town, by first class mail postmarked not less than thirty days prior to the date of such meeting. Thirty days prior to the date of such meeting, the town shall post a sign conspicuously on both ends of such highway or private way, or land dedicated as such, or part thereof, which shall include the date, time, place and subject of such meeting, except that such sign shall only be required on one end of such highway or private way, or land dedicated as such, if the selectmen make a finding on the record, supported by articulated fact, that such sign is only necessary on one end of such highway or private way, or land dedicated as such.

(3) If the town discontinues any highway or private way, or land dedicated as such, or discontinues any part thereof or any property right of the town or public therein in accordance with subdivision (1) of subsection (a) of this section, the selectmen shall (A) provide written notice by certified mail, return receipt requested, of such discontinuance or partial discontinuance to the same persons to whom notice was sent pursuant to subdivision (2) of this section, and (B) after such written notice is sent, cause to be recorded on the land records of the town a notice of such discontinuance or partial discontinuance, which notice shall include (i) a listing of each parcel of property for which notice was required to be sent pursuant to subdivision (2) of this subsection, (ii) the name of the owner of each such parcel of property as shown in the last-completed grand list of the town, and (iii) the current assessor's map, block and lot number for each such parcel.

(4) (A) Except as provided in subparagraph (B) of this subdivision, any person aggrieved by a discontinuance or partial discontinuance under this subsection may, not later than one hundred twenty days after notice of discontinuance or partial discontinuance is recorded on the land records of the town pursuant to subdivision (3) of this subsection, apply to the superior court for the judicial district in which such town is located, in the manner prescribed in section [13a-62](#).

(B) Any owner of property who is aggrieved by the failure to receive the meeting notice required under subdivision (2) of this subsection may apply to the superior court for the judicial district in which such town is located not later than one hundred twenty days after notice of discontinuance or partial discontinuance is recorded on the land records of the town pursuant to subdivision (3) of this subsection. No discontinuance or partial discontinuance shall be invalidated by such court on the basis of the selectmen's failure to provide the meeting notice required under subdivision (2) of this subsection to an owner of property if the town establishes that (i) a meeting notice that meets the requirements of subdivision (2) of this subsection was mailed in accordance with subdivision (2) of this subsection to such owner's address, as shown in the applicable last-completed grand list of the town, or (ii) the selectmen made a good faith effort to identify the parcels of property

that bound the highway or private way, or land dedicated as such, or such identified boundary line or limit, in accordance with subdivision (2) of this subsection, and mailed notice in accordance with subdivision (2) of this subsection to each owner of such identified parcels of property, as shown in the applicable last-completed grand list of the town.

(b) Whenever a petition has been presented to the selectmen for such discontinuance or partial discontinuance of any land dedicated as a highway or private way but which has not been actually used, worked or accepted as a highway by the town, and such discontinuance or partial discontinuance has not been made by the selectmen and approved by the town within twelve months after such presentation, any person aggrieved may apply to the superior court for the judicial district in which such town is located, in the manner prescribed in section [13a-62](#).

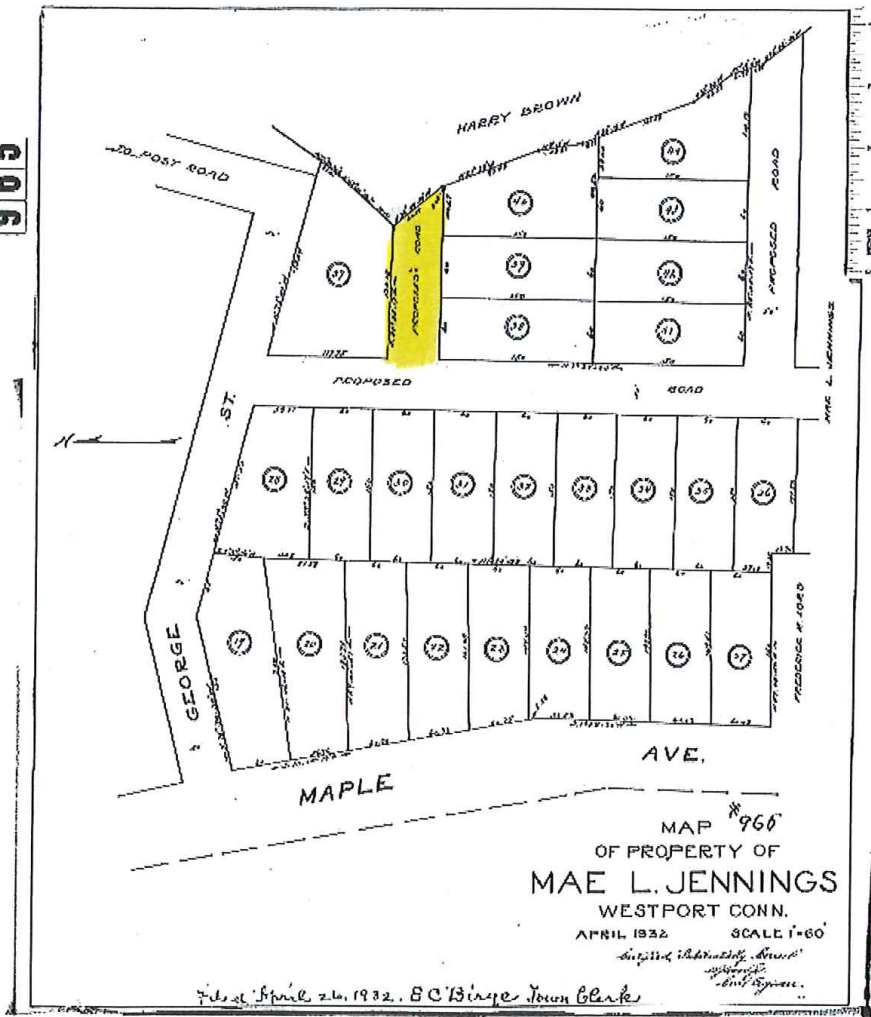
NOTICE OF PUBLIC HEARING TO EACH OWNER OF PROPERTY THAT BOUNDS THE
“PROPOSED ROAD” ABUTTING THE NORTHERLY BOUNDARY OF
7 HIGH GATE ROAD

Notice is hereby given that the Westport Board of Selectmen will hold a public hearing on Wednesday, December 10, 2025, at 9:00 AM in the Westport Town Hall Auditorium, 110 Myrtle Avenue, Westport, Connecticut for, but not limited to, the following purpose:

To take such action as the meeting may determine, in accordance with C.G.S. Sec. 13a-49, to approve the discontinuance of the private way shown as the “Proposed Road” lying between Lot Number 37 on the north and Lots 38, 39 and 40 on the south on “Map of Property of Mae L. Jennings, Westport Conn., April 1932,” filed on the Westport Land Records as Map 965, and further shown as the northern portion of 7 High Gate Road on the “Zoning/Location Survey Map of Property prepared for Elizabeth Zobel & Ronald Zobel, 7 High Gate Road, Westport Connecticut, dated June 24, 2009” filed on the Westport Land Records as Map 10258.

Selectman’s Office
Westport, CT 06880
Dated November 7, 2025

965



Book: 490 Page: 19 Page: 1 of 1

Vol 490 PAGE 19
QUIT CLAIM DEED
(SURVIVORSHIP)

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE JENNINGS REALTY COMPANY, a Connecticut corporation located at 1015 Post Road East, Westport, Connecticut, acting herein by Sereno G. Jennings, its President, hereunto duly authorized, hereinafter designated GRANTOR, for the consideration of \$1.00, received to the full satisfaction of Grantor from RONALD P. BERTASI and MARY C. BERTASI, of 17 Maple Avenue South, Westport, Connecticut, hereinafter designated GRANTEEES, does by these presents remise, release and forever QUIT-CLAIM unto RONALD P. BERTASI and MARY C. BERTASI, and to the survivor of them, and to the heirs and assigns of such survivor, forever, all the right, title, interest, claim and demand whatsoever which Grantor has or ought to have in or to:

FIRST PARCEL:

The premises shown as "proposed road", on which the private road known as George Street is located, as shown on "Map of Property of George S. Jennings Westport, Conn. April 1919" on file in the Westport Town Clerk's Office as Map 659.

SECOND PARCEL:

The premises shown as "proposed road", on which the private road known as High Gate Road is located, as shown on "Map of Property of Mae L. Jennings Westport, Conn. April 1932" on file in the Westport Town Clerk's Office as Map 965, together with the extension of High Gate Road as it is presently located from the southerly portion of the proposed road as shown on Map 965 in a westerly direction to highway, Maple Avenue South.

*and less than \$100.00

Jennings
to
* Bertasi
8/3/78

NO Conveyance Tax Collected
Joan M. Hyde
Town Clerk of Westport

TO HAVE AND TO HOLD the premises, with the appurtenances thereof, to the Grantee and to the survivor of them and to such survivor's heirs and assigns forever, so that neither Grantor nor the heirs of Grantor nor any person under Grantor or the heirs or successors of Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof; but therefrom Grantor and the heirs or successors of Grantor are by these presents forever barred and excluded.

IN WITNESS WHEREOF Grantor has hereunto set the hand and seal of Grantor this 3rd day of August A. D. 1978.

Signed, Sealed and Delivered in the presence of

Sereno G. Jennings
Edwin K. Dimos
Christine Preston
Christine Preston

THE JENNINGS REALTY COMPANY
By: *Sereno G. Jennings*
Sereno G. Jennings
Its President

STATE OF CONNECTICUT, FAIRFIELD COUNTY: ss Westport, August 3, 1978.

PERSONALLY APPEARED SERENO G. JENNINGS, PRESIDENT of THE JENNINGS REALTY COMPANY, signed and sealor of the foregoing instrument and acknowledged the same to be his free act and deed of said corporation, before me,

Edwin K. Dimos
Commissioner of the Superior Court
Edwin K. Dimos

Received for record AUG. 7, 1978 at 1:56 P. M. and recorded by *Joan M. Hyde*
Westport Town Clerk

Book: 490 Page: 138 Page: 1 of 1

.VOL 490 PAGE 138
QUIT CLAIM DEED
(SURVIVORSHIP)

KNOW ALL MEN BY THESE PRESENTS:

THAT, FORTUNA, INCORPORATED, a Connecticut corporation located at 144 Kenwood Avenue, Fairfield, Connecticut, acting herein by Mary Fortuna its Secretary hereunto duly authorized, hereinafter designated GRANTOR, for the consideration of \$1.00 but less than \$100.00, received to the full satisfaction of Grantor from RONALD P. BERTASI and MARY C. BERTASI, of 17 Maple Avenue South, Westport, Connecticut, hereinafter designated GRANTEES, does by these presents remise, release and forever QUIT-CLAIM unto RONALD P. BERTASI and MARY C. BERTASI, and to the survivor of them, and to the heirs and assigns of such survivor, forever, all the right, title, interest, claim and demand whatsoever which Grantor has or ought to have in or to the premises shown as "proposed road", on which the private road known as High Gate Road is located, as shown on "Map of Property of Mae L. Jennings Westport, Conn. April 1932" on file in the Westport Town Clerk's Office as Map 965, together with the extension of High Gate Road as it is presently located from the southerly portion of the proposed road as shown on Map 965 in a westerly direction to highway, Maple Avenue South.

*Fortuna to Bertasi
↓
all including
8.10.78*

NO Conveyance Tax Collected
Joan M. Hyde
Town Clerk of Westport

TO HAVE AND TO HOLD the premises, with the appurtenances thereof, to the Grantees and to the survivor of them and to such survivor's heirs and assigns forever, so that neither Grantor nor the heirs of Grantor nor any person under Grantor or the heirs or successors of Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof; but therefrom Grantor and the heirs or successors of Grantor are by these presents forever barred and excluded.

IN WITNESS WHEREOF Grantor has hereunto set the hand and seal of Grantor this 10th day of August A. D. 1978.

Signed, Sealed and Delivered in the presence of
[Signature]
W. Bradley Morhouse
[Signature]
Eileen Armstrong

FORTUNA, INCORPORATED
By: *[Signature]* Mary Fortuna
Its Secretary
L. S.

STATE OF CONNECTICUT, FAIRFIELD COUNTY: ss Fairfield, August 10, 1978.

PERSONALLY APPEARED MARY FORTUNA, Secretary of Fortuna, Incorporated, GRANTOR, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed ~~XXXXXXXXXXXXXXXXXXXX~~, as such officer and the free act and deed of said corporation, before me,
[Signature] Notary Public
Commissioner of the Superior Court W. Bradley Morhouse

Received for record AUG. 11, 1978 at 11:54 A. M. and recorded by Joan M. Hyde
Westport Town Clerk

original deed into Zobel Aug 2008

Book: 2931 Page: 87 File Number: 1029 Page: 1 of 2

Doc ID: 001105970002 1, no: LAN
Book 2931 Page 87 - 88
File# 1029

SPECIAL WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT, NOVASTAR MORTGAGE INC acting herein by Saxon Mortgage Services, Inc. as attorney-in-fact by Power of Attorney recorded simultaneously herewith (hereinafter referred to as "Grantor"), for the consideration of FOUR HUNDRED NINETY-TWO THOUSAND and 00/100 DOLLARS (\$492,000.00), received to its full satisfaction of ELIZABETH ZOBEL and RONALD ZOBEL (hereinafter referred to as "Grantee"), does give, grant, bargain, sell and confirm unto the Grantee, and the survivor of them, and their heirs and assigns forever, the following described real property:

That certain piece or parcel of land, situated in the Town of Westport, County of Fairfield and State of Connecticut, known as 7 High Gate Road, and more particularly described in SCHEDULE A attached hereto and made apart hereof.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, and the survivor of them, and their heirs and assigns of the survivor of them forever, to them and their own proper use and behoof.

AND ALSO, it, the said Grantor, does for itself, its successors and assigns, covenant with the said Grantee, their heirs and assigns, that Grantor has not done or suffered anything whereby the said real property has been encumbered in any way whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 5th day of August, 2008.

Signed, sealed and delivered in the presence of:

NOVASTAR MORTGAGE INC acting herein by Saxon Mortgage Services, Inc.

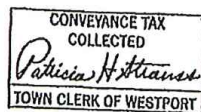
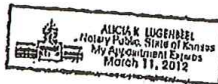
Lisa Davis
Lisa Davis
Mark Allard
Mark Allard
STATE OF Kansas) ss:
COUNTY OF Johnson)

By Mike Pearce
Mike Pearce
His Duly Authorized AVP

On this the 5th day of August, 2008, personally appeared

Mike Pearce as AVP of Saxon Mortgage Services, Inc. as Attorney-in-Fact aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said Grantor, before me.

Oliver Kugendel
Notary Public
My Commission Expires: 03/11/2012



Town - \$1,230.00
State - \$2,460.00

Book: 2931 Page: 87 File Number: 1029 Page: 2 of 2

SCHEDULE A

Property Description

ALL that certain piece, parcel or tract of land together with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, being the northerly portion of Lots 38 & 39, on map entitled, "Map of Property of Mae L. Jennings, Westport, Conn., April 1832 Scale 1" - 60'" on file in the Westport Town Clerk's Office as Map No. 885, and bounded:

WESTERLY: by "Proposed Road", as shown on said map now known as Highgate Road, 60 feet;

NORTHERLY: by land now or formerly of Mae L. Jennings (shown as a proposed road on the map), 120 feet;

EASTERLY: by Lot 40 shown on the map, being land now or formerly of Ernest Brenner, et al, 60 feet; and

SOUTHERLY: by the remaining portions of Lots 38 & 39 shown on map, land now or formerly of Joseph G. Strain and Harlene J. Strain, Jr. 120 feet.

TOGETHER WITH A right of way for all purposes over the private road, High Gate Road, so-called, to the public roads, South Maple Avenue and George Street, so-called.


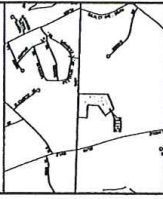

Said premises subject to :

Taxes to the Town of Westport on the Grand List of 10/1/07 and thereafter Charges/Association fees due to High Gate Road Special Taxing District.

Received for Record at Town of Westport, CT
On 08/20/2008 At 2:08:47 pm

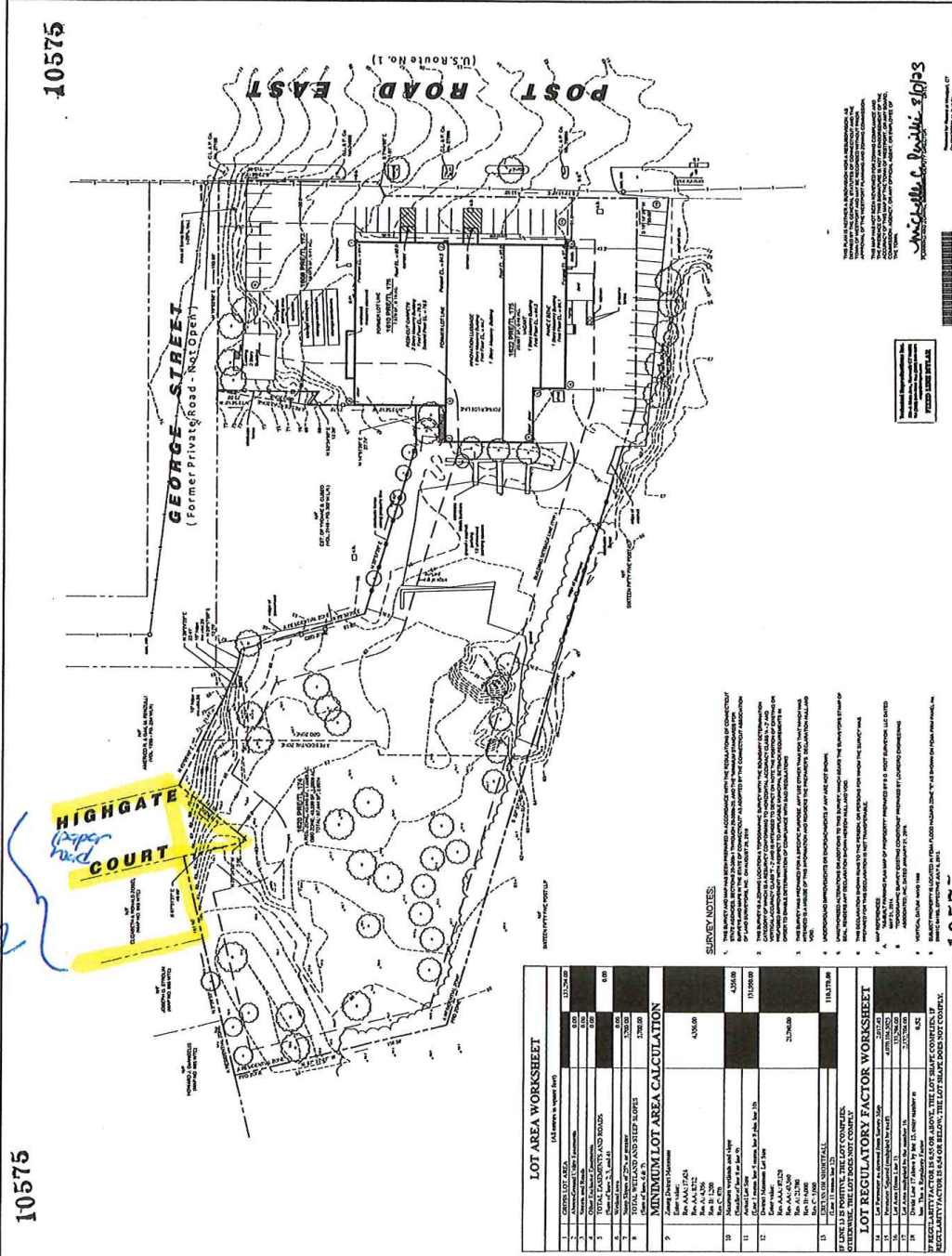
Patricia H. Strauss
Patricia H. Strauss, Town Clerk

File Number: 10575 Page 1 of 1

		LANDTECH SURVEYING, ENGINEERING, & PLANNING 1620 PRE ASSOCIATES, LLC 1620 POST ROAD EAST WESTPORT, CT	LOT CONSOLIDATION MAP PROJECT NO. 2009-01 DATE: 08/11/09 SCALE: AS SHOWN SHEET NO. 01 OF 02	
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1620 PRE

10575
10575



10575

1700ft

HIGHGATE COURT

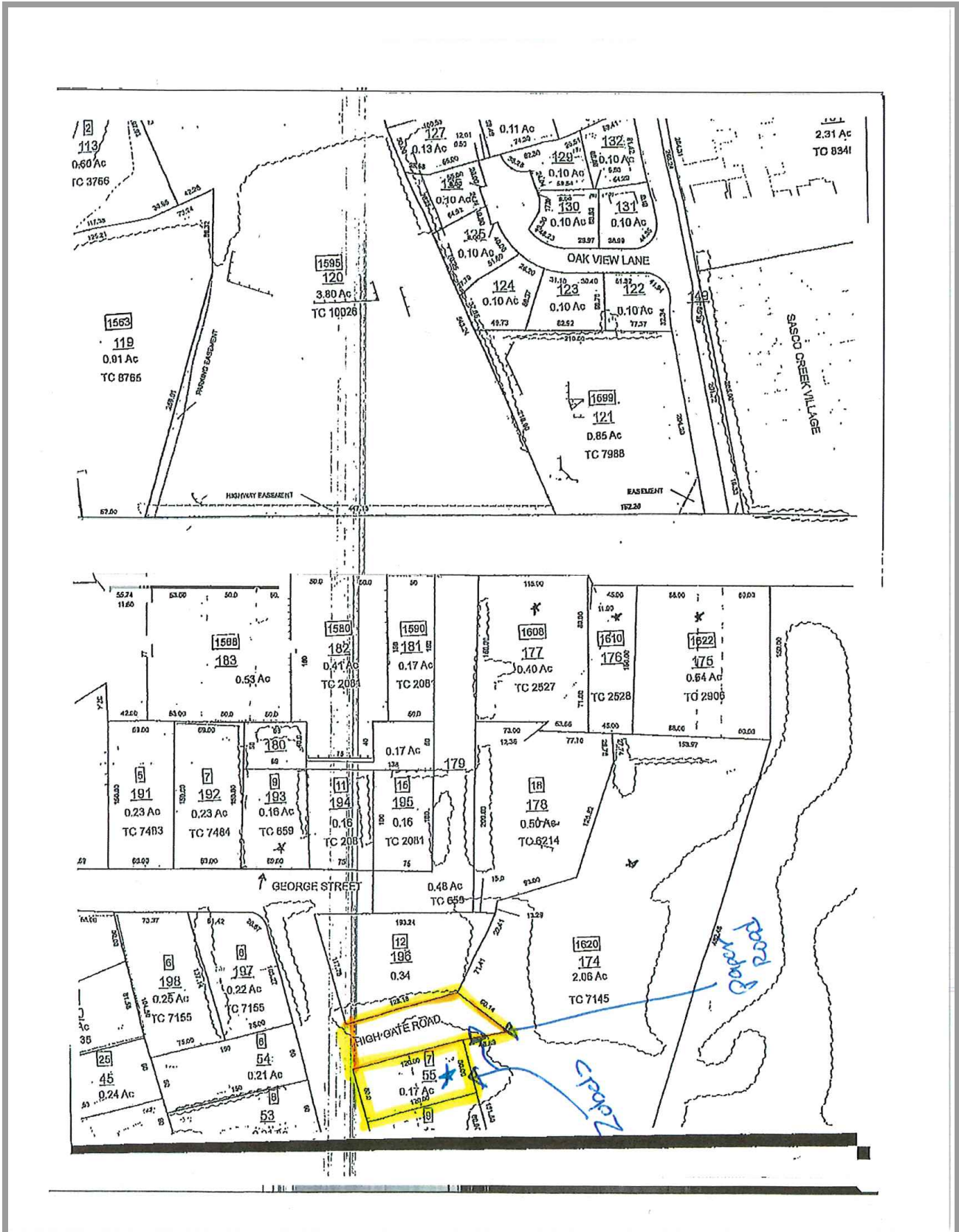
1700ft

THE PLAN IS A REVISION OF THE PLAN FOR THE DISCONTINUANCE OF PRIVATE ROADWAY, AS SHOWN ON SHEET NO. 02 OF 02 OF THIS SET. THE PLAN IS A REVISION OF THE PLAN FOR THE DISCONTINUANCE OF PRIVATE ROADWAY, AS SHOWN ON SHEET NO. 02 OF 02 OF THIS SET. THE PLAN IS A REVISION OF THE PLAN FOR THE DISCONTINUANCE OF PRIVATE ROADWAY, AS SHOWN ON SHEET NO. 02 OF 02 OF THIS SET.

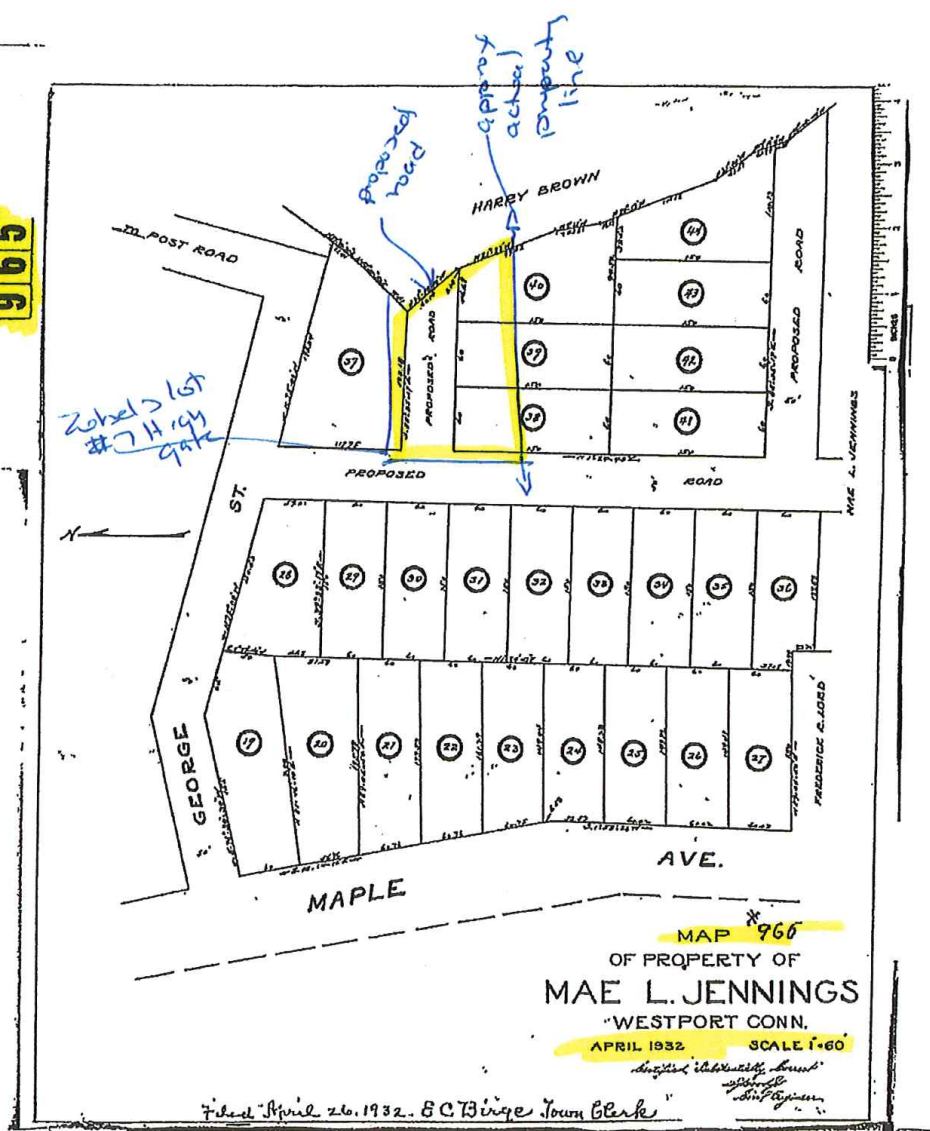
SURVEY NOTES:
 1. THE SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE REGULATORY CODES OF THE STATE OF CONNECTICUT AND THE REGULATORY CODES OF THE TOWN OF WESTPORT, CONNECTICUT. THE SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE REGULATORY CODES OF THE STATE OF CONNECTICUT AND THE REGULATORY CODES OF THE TOWN OF WESTPORT, CONNECTICUT.

LOT AREA WORKSHEET	
1. GROSS LOT AREA (All areas to report here)	113,284.00
2. Area of Private Roadway	8.00
3. Area of Other Easements	8.00
4. Area of Other Encroachments	8.00
5. TOTAL ENCROACHMENT AND ROAD	16.00
6. Net Lot Area	97,268.00
7. TOTAL WETLAND AND SLOPE	1,000.00
8. Net Lot Area	96,268.00
MINIMUM LOT AREA CALCULATION	
9. Zone District Minimum	4,000.00
10. Minimum Lot Area	4,000.00
11. Minimum Lot Area	11,000.00
12. Minimum Lot Area	2,000.00
13. Minimum Lot Area	11,000.00

LOT REGULATORY FACTOR WORKSHEET	
14. Minimum Lot Area	4,000.00
15. Minimum Lot Area	4,000.00
16. Minimum Lot Area	4,000.00
17. Minimum Lot Area	4,000.00
18. Minimum Lot Area	4,000.00
19. Minimum Lot Area	4,000.00



965



* you can see that while this was the original subdivision map, this is not how the lots were actually laid out. Lots shown here horizontally were developed vertically. I have drawn a line to approximate the actual property line.

CMDA FORM MOA

MEMORANDUM OF AGREEMENT

Effective _____, 202__

By and Between

**CONNECTICUT MUNICIPAL
DEVELOPMENT AUTHORITY**

(“CMDA”)

and

[CITY/TOWN] OF [NAME OF MUNICIPALITY]

(the “[City/Town]”)

This Memorandum of Agreement (the "Agreement") is made and entered into as of the ___ day of _____, 20__ (the "Commencement Date"), by and between the [CITY/TOWN] OF [NAME OF MUNICIPALITY], a Connecticut municipal corporation (the "[City/Town]"), and the CONNECTICUT MUNICIPAL DEVELOPMENT AUTHORITY, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the "Authority" and together with the [City/Town], the "Parties," and each, a "Party").

WITNESSETH:

WHEREAS, the Authority is a body politic and corporate and a public instrumentality of the State of Connecticut (the "State") created under Chapter 130 of the Connecticut General Statutes (the "General Statutes");

WHEREAS, the Authority was created for the performance of an essential public and governmental function, including for the purposes set forth in section 8-169jj of the General Statutes to: (1) Stimulate economic and transit-oriented development, as defined in section 13b-79kk of the General Statutes, within Connecticut Municipal Development Authority development districts; (2) encourage residential housing development within development districts; (3) manage facilities through contractual agreement or other legal instrument; (4) stimulate new investment within development districts and provide support for the creation of vibrant, multidimensional downtowns; (5) upon request of the legislative body of a member municipality, or the legislative bodies of the municipalities constituting a joint member entity, as applicable, in which a development district is located, work with such municipality or municipalities to assist in development and redevelopment efforts to stimulate the economy of such municipality or municipalities; (6) upon request of the Secretary of the Office of Policy and Management and with the approval of the chief executive officer of a member municipality, or the chief executive officers of the municipalities constituting a joint member entity, as applicable, in which a development district is located, enter into an agreement to facilitate development or redevelopment within such development district; (7) encourage development and redevelopment of property within development districts; (8) engage residents of member municipalities, or municipalities constituting a joint member entity, as applicable, and other stakeholders in development and redevelopment efforts; (9) market and develop development districts as vibrant and multidimensional; and (10) provide financial support and technical assistance to municipalities to develop housing growth zones; and

WHEREAS, on [DATE], the [City/Town] officially opted in to join the Authority as a member municipality in accordance with Section 8-169ll(a)(1) of the General Statutes;

WHEREAS, pursuant to section 8-169ll of the General Statutes, as a member municipality the [City/Town] must enter into a memorandum of agreement with the Authority for the establishment of one or more development districts, the boundaries proposed for which development district are described in Exhibit B hereto (the "Development District");

WHEREAS, pursuant to section 8-169tt of the General Statutes, prior to the execution of any such memorandum of agreement that establishes a development district, any chief executive officer of a member municipality must create a proposal for a housing growth zone and submit such proposal, including proposed zoning regulations applicable to such zone, for the Authority's review and approval;

WHEREAS, the [City/Town] has submitted such a proposal to the Authority and the Authority has approved a zone or zones from such proposal as consistent with Section 8-169tt of the General Statutes, as described in Exhibit A hereto; and

WHEREAS, in addition to providing for the establishment of the Development District, the Parties also desire to set forth the procedure for any task orders, which may be entered into from time to time.

NOW, THEREFORE, the Authority and the [City/Town], intending to be legally bound, agree as follows:

ARTICLE I

INTRODUCTION

Section 1.01 Statutory Authority.

(a) As provided by Section 8-169jj of the General Statutes, the Authority’s powers includes: “upon request of the legislative body of a member municipality, or the legislative bodies of the municipalities constituting a joint member entity, as applicable, in which a development district is located, work with such municipality or municipalities to assist in development and redevelopment efforts to stimulate the economy of such municipality or municipalities.” In addition, the Authority has the power to “enter into such memoranda of agreement as the Authority deems appropriate to carry out its responsibilities under § 8-169jj.”

(b) As provided by Section 8-169hh(4) of the General Statutes, a development district means the area determined by a memorandum of agreement between the Authority and the chief executive officer of the member municipality, or the chief executive officers of the municipalities constituting a joint member entity, as applicable, where such development district is located, provided such area shall be considered a downtown or does not exceed a one-half-mile radius of a transit station.

(c) The [City/Town], as a member municipality of the Authority, in order to receive the benefit of Authority programs and assistance, is obligated under Section 8-169ll to enter into a memorandum of agreement with the authority for the establishment of one or more development districts.

(d) Before entering into a memorandum of agreement with a member municipality to establish a Development District, the Authority must determine whether or not any zone or zones within the member municipality’s eligible geography can be approved as Housing Growth Zones. Development Districts cannot include parcels that are governed by zoning which is not approved by the Authority as a Housing Growth Zone

Section 1.02 Purpose.

Pursuant to the foregoing, the purpose of this Agreement is to evidence the establishment of the Development District, including any certifications thereof, and to provide the framework to allow the Authority and the [City/Town] to proceed with the planning, design, contracting and other activities necessary for the development of the Development District. This Agreement does not purport to address all major or material issues that may arise during the course of the development of the Development District. The Parties will proceed diligently, professionally, collaboratively and in good faith to resolve such issues as they arise.

ARTICLE II

ESTABLISHMENT OF DEVELOPMENT DISTRICT

Section 2.01 Housing Growth Zone Approval.

Based upon its review of the zoning and other applicable materials submitted by the [City/Town], the Authority hereby determines that a zone or zones submitted by the [City/Town] in its proposal for a housing growth zone is likely to substantially increase the production of new dwelling units necessary to meet housing demand within the region, as further evidenced by such certification attached as Exhibit A hereto.

Section 2.02 Development District Boundaries.

In accordance with the certification of the proposed district as a housing growth zone, the Parties hereby formally establish the Development District with the boundaries as more specifically described in Exhibit B hereto.

Section 2.03 Changes to Development District.

The Development District boundaries may be amended from time to time, subject to Section 7.05 hereof, and in accordance with Chapter 130 of the General Statutes. Specifically, any expansion or contraction of the Development District is contingent on a review and approval by the Authority that the amended Development District is consistent with the statutory requirements to be classified as a housing growth zone.

Section 2.04 Use of Funds.

The Parties agree that any use of funds provided by the Authority and subject to a Task Order is restricted to development assistance related to the Development District. The [City/Town] hereby agrees that it shall do everything in its power to maintain the status of the Development District as a housing growth zone. Upon any change to the [City/Town]'s zoning regulations that has a material effect on that status of the Development District as a housing growth zone, the Development District may be decertified by the Authority, upon which all development assistance provided by the Authority related to the Development District shall be terminated.

ARTICLE III

TASK ORDERS AND FEES

Section 3.01 Task Orders.

From time to time, the Authority and the [City/Town] may enter into one or more task orders describing additional assistance to be provided by the Authority to the [City/Town] in connection with the Development District (each, a "Task Order"). Such assistance may include but is not limited to: (i) planning studies, (ii) stakeholder engagement processes, (iii) development regulations, (iv) marketing materials, (v) permitting, (vi) infrastructure grants, and (vii) infrastructure loans.

Each Task Order shall be subject to a fee schedule attached thereto.

ARTICLE IV

TERM

Section 4.01 Term.

The term of this Agreement shall commence on or about _____, 20__ and shall continue indefinitely, unless terminated earlier in accordance with this Article IV. The Parties agree that the Agreement shall remain in full force and effect until terminated in accordance with the provisions of Section 4.02 hereof.

Section 4.02 Termination.

This Agreement may be canceled at will by either Party upon thirty (30) days' written notice delivered by certified or registered mail; however, no such termination shall occur: (i) while any Task Order is in effect unless early termination is specifically provided for in such Task Order or (ii) during any period of financial assistance related to the Development District provided by the Authority, including assistance in the form of grants and loans.

ARTICLE V

INDEMNIFICATION

Section 5.01 Indemnification by the [City/Town].

To the fullest extent permitted by law, the [City/Town] shall indemnify and shall defend and hold harmless the Authority, including its officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the [City/Town] or its employees, agents or sub-contractors, including those arising out of injury to or death of [City/Town]'s employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by the [City/Town] or its employees, agents or sub-contractors.

Section 5.02 Indemnification by the Authority.

(a) The Authority agrees to indemnify, defend and hold harmless the [City/Town] and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the [City/Town] resulting from or arising out of:

1. Any breach by the Authority of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the [City/Town] or the Authority or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

4. Any damage to property, real or personal, (including property of the [City/Town] or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Authority, any subcontractor, or any material men, or anyone directly or indirectly employed by them while engaged in the performance of any work for the [City/Town].

(b) The Authority's obligation to indemnify, defend and hold harmless the [City/Town] shall be excused by (i) a failure by the [City/Town] to perform or observe any covenant or condition to be performed by the [City/Town] pursuant to this Agreement or any subsequent agreement between the Parties, (ii) the material inaccuracy of any representation or warranty of the [City/Town] in this Agreement; and (iii) the negligence or misconduct of the [City/Town], or its employees, agents, or subcontractors.

ARTICLE VI

REPRESENTATIONS

Section 6.01 Plan of Development.

The Authority is not a planning agency. It shall work wholly within the [City/Town]'s adopted plan of conservation and development (or any such equivalent plan) and zoning code.

Section 6.02 Contracting Requirements.

Any development and/or redevelopment within the Development District that is subject to Authority assistance shall be subject to all applicable laws, state contracting requirements, and audit procedures.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01 No Recourse.

It is expressly understood and agreed that the directors, officers and employees and agents of the Authority are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. The [City/Town] further acknowledges that the Authority is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

Section 7.02 Independent Contractor.

The Authority shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all its sub-contractors. The Authority shall not be construed to be a department, institution, or agency of the [City/Town].

Section 7.03 No Third Party Beneficiaries.

This Agreement is for the exclusive benefit of the Parties hereto and no rights of third party beneficiaries are created hereby. The Authority shall not be obligated or liable hereunder to any party other than the [City/Town].

Section 7.04 Further Assurances.

The Parties shall provide such information, execute and deliver any instruments and documents, and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and that do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 7.05 Amendments.

No amendment to or modification or other alteration of this Agreement shall be valid or binding upon the Authority unless made in writing, signed by both Parties, and approved by the Authority's Executive Director; provided, however, that any amendment to or modification or other alteration that results in a substantive change to the boundaries of the Development District shall be subject to the approval of the Authority's Board of Directors.

Section 7.06 Exhibits.

All exhibits referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

Section 7.07 Interpretation.

The Agreement contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution, and otherwise, the content of those statutes and regulations shall govern over the content of the reference in this Agreement to those statutes and regulations.

Section 7.08 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same.

[Signature page to follow]

IN WITNESS WHEREOF, the Authority and the [City/Town] have caused this Agreement to be signed by their duly authorized representatives, as such and not individually.

**CONNECTICUT MUNICIPAL
DEVELOPMENT AUTHORITY**

By: _____ Date _____
Name: David Kooris
Title: Executive Director

[CITY/TOWN] OF [NAME OF MUNICIPALITY]

By: _____ Date _____
Name:
Title:

[Memorandum of Agreement - CMDA/[City/Town] of [Name of Municipality] -Signature Page]

EXHIBIT A

Housing Growth Zone Approval

A-1

EXHIBIT B

Development District Boundaries

B-1

MRDA FORM RESOLUTION – EFFECTIVE OCTOBER 1, 2025

[TOWN][CITY] OF [NAME OF MUNICIPALITY], CONNECTICUT

**RESOLUTION REGARDING JOINING THE CONNECTICUT MUNICIPAL
DEVELOPMENT AUTHORITY AS A MEMBER MUNICIPALITY**

WHEREAS, the Connecticut Municipal Development Authority (the “Authority”), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut has been established pursuant to section 8-169ii of the Connecticut General Statutes (the “General Statutes”); and

WHEREAS, the Authority was created for the performance of an essential public and governmental function, including for the purposes set forth in section 8-169jj of the General Statutes to: (1) Stimulate economic and transit-oriented development, as defined in section 13b-79kk of the General Statutes, within Connecticut Municipal Development Authority development districts; (2) encourage residential housing development within development districts; (3) manage facilities through contractual agreement or other legal instrument; (4) stimulate new investment within development districts and provide support for the creation of vibrant, multidimensional downtowns; (5) upon request of the legislative body of a member municipality, or the legislative bodies of the municipalities constituting a joint member entity, as applicable, in which a development district is located, work with such municipality or municipalities to assist in development and redevelopment efforts to stimulate the economy of such municipality or municipalities; (6) upon request of the Secretary of the Office of Policy and Management and with the approval of the chief executive officer of a member municipality, or the chief executive officers of the municipalities constituting a joint member entity, as applicable, in which a development district is located, enter into an agreement to facilitate development or redevelopment within such development district; (7) encourage development and redevelopment of property within development districts; (8) engage residents of member municipalities, or municipalities constituting a joint member entity, as applicable, and other stakeholders in development and redevelopment efforts; (9) market and develop development districts as vibrant and multidimensional; and (10) provide financial support and technical assistance to municipalities to develop housing growth zones; and

WHEREAS, under the General Statutes, the types of projects for which Authority assistance is authorized includes the following: (A) the design and construction of transit-oriented development, as defined in section 13b-79kk of the General Statutes; (B) the creation of housing units through rehabilitation or new construction; (C) the demolition or redevelopment of vacant buildings; and (D) development and redevelopment; and

WHEREAS, according to Section 8-169ll of the General Statutes, a municipality may, by certified resolution of the legislative body of the municipality, or by the board of selectmen in a municipality where the legislative body is the town meeting, opt to join the Authority as a member municipality, provided such municipality holds a public hearing or otherwise provides for public comment prior to any vote on such certified resolution; and

WHEREAS, the [TOWN][CITY] of [NAME OF MUNICIPALITY] [(the “TOWN”)] [(the “City”)] held such a public hearing or otherwise provided for public comment on [DATE OF PUBLIC HEARING/PUBLIC COMMENT] pursuant to the Notice and/or meeting agenda attached hereto; and

WHEREAS, the [NAME OF LEGISLATIVE BODY] has found that joining the Authority as a member municipality would support the [TOWN’S] [CITY’S] efforts to stimulate economic development and foster the purposes outlined in Section 8-169jj within [TOWN] [CITY] and accordingly desires to join the Authority as a member municipality; and

WHEREAS; the [NAME OF LEGISLATIVE BODY] desires to further authorize the [TITLE OF CHIEF ELECTED OFFICIAL/TOWN MANAGER] to enter into a memorandum of agreement or other similar agreements with the Authority to create one or more development districts within [TOWN] [CITY] to advance the purposes contained in Section 8-169jj.

NOW THEREFORE BE IT RESOLVED THAT:

Section 1. The [NAME OF LEGISLATIVE BODY] hereby approves the [TOWN] [CITY] joining the Authority as a member municipality.

Section 2. The [TITLE OF CHIEF ELECTED OFFICIAL/TOWN MANAGER] is authorized to take or cause to be taken such actions, including, but not limited to, the negotiation and execution of any memorandum of agreement on behalf of the [TOWN] [CITY] with the Authority and any other agreements, instruments and documents, that such official deems necessary, appropriate or desirable to implement the terms of any such memorandum of agreement and consummate the intention of this and the resolution.

Section 3. This Resolution shall be effective as of the date of approval.



Housing Growth Zone Analysis

Town of Avon

Before entering into a Memorandum of Agreement with a Member Municipality to establish a Development District, the Authority must determine whether any zone or zones within the Member Municipality’s eligible geography and proposed by the Member Municipality’s Chief Executive Officer can be approved as Housing Growth Zones. Development Districts cannot include parcels that are governed by zoning which is not approved by the Authority as a Housing Growth Zone.

Pursuant to its authority established in CGS 8-169tt(c)(1), the Authority shall determine if any Member Municipality’s zoning regulations proposed for acceptance as a Housing Growth Zone by the Member Municipality’s Chief Executive Officer “are likely to substantially increase the production of new dwelling units necessary to meet housing demand within the region.”

The Town of Avon’s eligible geography includes the area of its downtown. Per 8-169hh(7), Downtown is defined as “...a central business district or other commercial neighborhood area of a community that serves as a center of socioeconomic interaction in the community, characterized by a cohesive core of commercial and mixed-use buildings, often interspersed with civic, religious and residential buildings and public spaces, that are typically arranged along a main street and intersecting side streets and served by public infrastructure” For this analysis, all zones governing the area of the city within ½ mile of West Main Street and the municipal buildings around Town Hall including R15, OP, CS, CP-A, AVC, and AHOZ.

Attachment A includes a map of the eligible geography and the zone(s) therein that were considered for approval by the Authority at the request of Avon’s Town Manager.

Pursuant to CGS 8-169tt(c)(2): the Authority shall approve any municipal zone(s) as a Housing Growth Zone if the zone:

- (A) permits middle housing as of right, and
- (B) except as provided in subparagraph (iv) of this subdivision, the proposal requires only the approval of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission for the issuance of any applicable permits for any application that would result in a net increase of dwelling units other than middle housing units, provided such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, with respect to any application submitted pursuant to this section, shall (i) have the same power to issue any permit or approval as any other municipal body or official who would otherwise act with respect to such application, (ii) hold a single public hearing not later than thirty days after the receipt of any such application, (iii) by majority vote, determine whether to approve or deny such application not later than thirty days after such public hearing, and (iv) upon the recommendation of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, require concurrent approval from any

sewer commission, water commission, municipal wetlands commission, municipal conservation commission or board or municipal historic preservation commission of the municipality pursuant to a joint review process for such application by any such commission or board, as applicable, not later than thirty days after receipt of such application. The applicant shall file any such application with the zoning board of appeals, the planning commission, zoning commission or combined planning and zoning commission, which shall forward such application to such applicable commission or board to provide for such joint review if such review is recommended by such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission.

Attachment B includes a table that indicates whether any of the zones proposed by Avon for the Authority's approval include those two provisions.

As demonstrated in *Attachment B*, none of the zones proposed by the Town meets the two-test criteria for automatic approval as Housing Growth Zones.

For any zones that are not automatically approved due to their inclusion of the provisions identified in CGS 8-169tt(c)(2), the Authority embarked on a more detailed review to determine if any of the proposed zones are approved pursuant to CGS 8-169tt(c)(1). Pursuant to CGS 8-169tt(c)(3), as part of that review, the Authority shall consider whether or not the zone(s) contain the following zoning attributes:

- (A) allows the development of new dwelling units without the requirement of any off-street parking spaces,
- (B) requires that ten per cent of units be sold or rented at, or below, prices which will preserve the units as housing for which persons and families pay thirty per cent or less of their annual income, where such income is less than or equal to eighty per cent of the median income, for any application involving a net increase of ten or more dwelling units, and
- (C) generally promotes residential diversity.

Attachment C includes a table that identifies all the factors employed in the review of Avon's proposed zones.

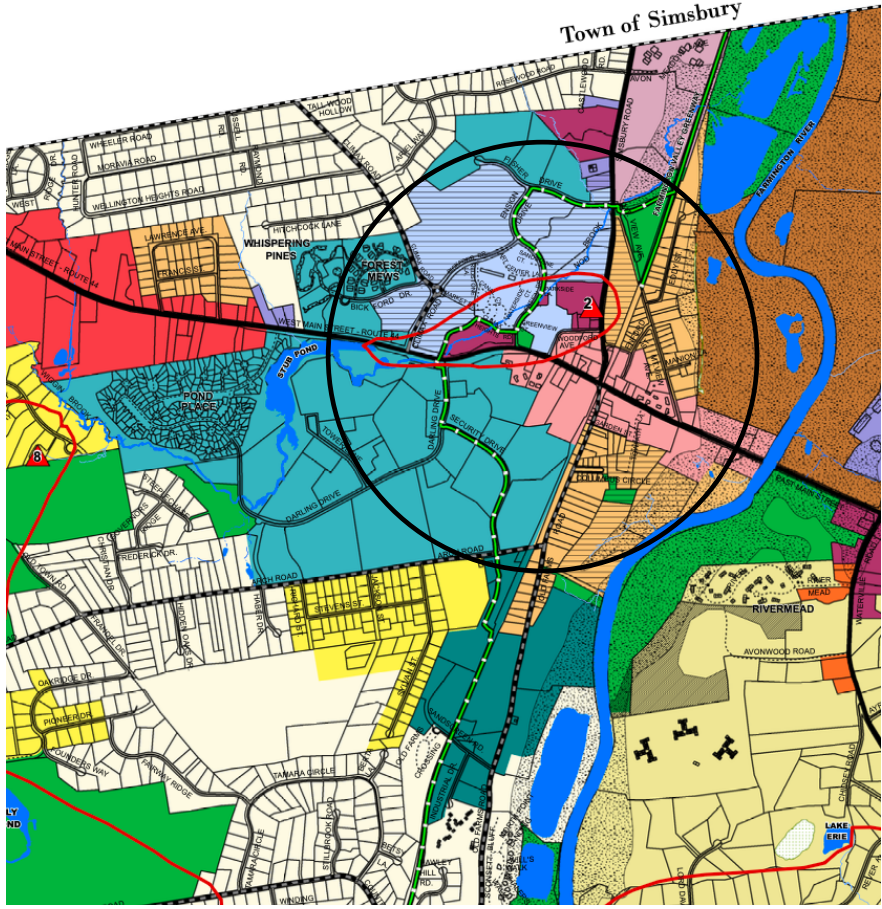
Given the Authority's analysis, the following zone(s) are approved as Housing Growth Zones:

AVC and AHOZ

In addition to these zones, the Town requested that the properties at 20 Security Drive, which were approved for multi-family housing, be included. Given that they are in the eligible geography and "are likely to substantially increase the production of new dwelling units" with their existing entitlements, **20 Security Drive** is also approved as part of the Housing Growth Zone.

Attachment D includes a map of the boundaries of the portions of the approved Housing Growth Zones that are located in Avon's eligible geography. This map depicts the area that may be included in a Development District via a subsequent Memorandum of Agreement with Avon's Town Manager.

Attachment A
Eligible Geography: Town of Avon



Attachment B
 Avon Zoning Analysis Per CGS 8-169tt(c)(2)

Zone	R15	OP	CS	CP-A	AVC	AHOZ
<i>Duplexes, Triplexes, quadplexes, cottage clusters, and townhouses allowed as-of-right</i>	No	No	No	No	No	No
<i>No more than one public hearing within 30 days of application receipt; 30 day review after public hearing; concurrent review</i>	No	No	No	No	No	No

- Meets the statutory test
- Does not meet the statutory test

Attachment C

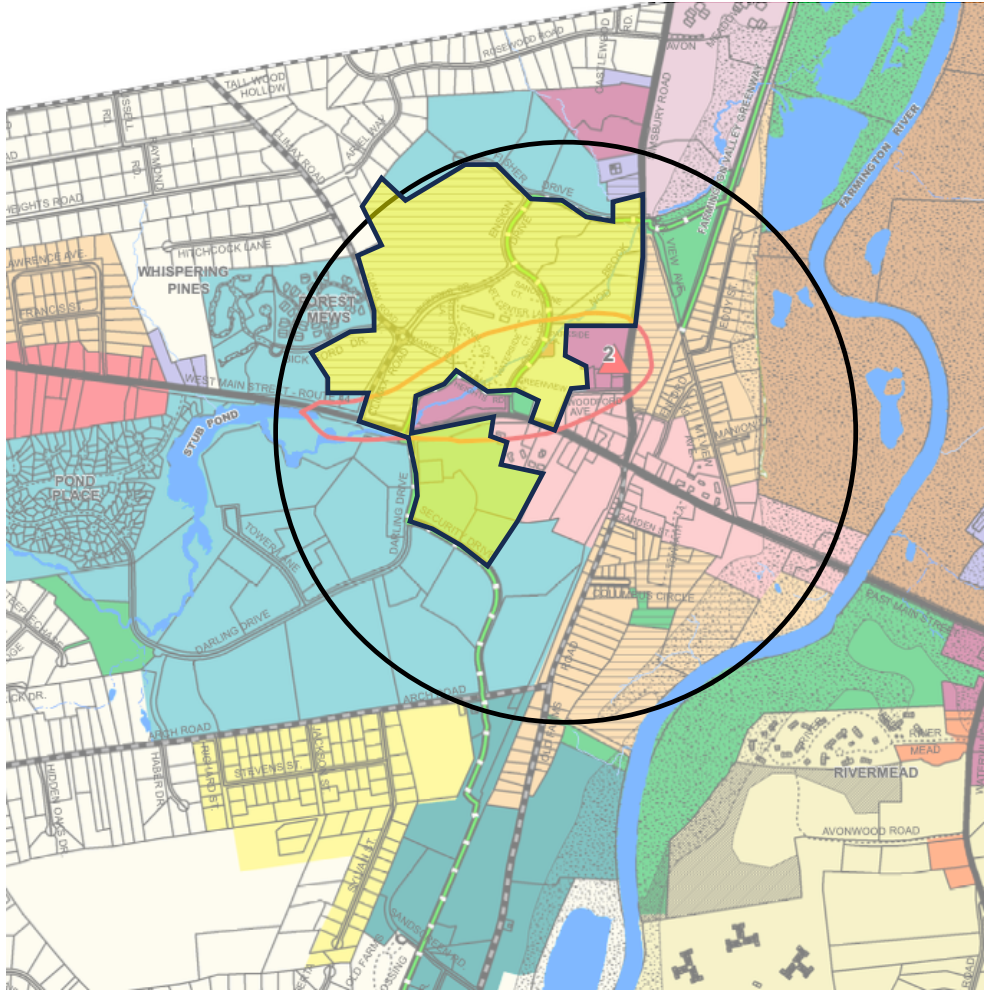
Avon Zoning Analysis per CGS 8-169tt(c)(1) and CGS 8-169tt(c)(3)

Zone	R15	OP	CS	CP-A	AVC	AHOZ
Is Multi Family Prohibited (X), Permitted (P), Subject to Site Plan Review (S), or Subject to Special Permit (SP)	SP	X	X	X	SP	P after Zone Change
Is Mixed-Use Allowed, Encouraged or Required	Not Allowed	Allowed	Allowed	Allowed	Required	Allowed
Are Auto-Oriented Uses Allowed	Not Allowed	Not allowed	Gas station SP	Not allowed	Not allowed	Not Allowed
What is the Minimum Lot Size for Multi-Family Development	5 acres	40,000 sf	30,000 sf	60,000 sf	5 acres	Underlying
What is the Minimum Lot Frontage for Multi-Family Development	100 ft	150 ft	150 ft	150 ft	None	Underlying
What is the Minimum Front Setback for Multi-Family Development	60 ft	50 ft	40 ft	20 ft; 75 ft from state highway	20 ft (max. 40 ft)	Underlying
What are the Minimum Side and Rear Yards for Multi-Family Development	30 ft; 60 ft abutting non multi-family residential	25 ft; 50 ft abutting residential	20 ft	20 ft; 100 ft abutting residential	20 ft (max. 40 ft); 35 ft (max 60 ft) abutting residential	Underlying
What are the Height Limits for Multi-Family Development	3 st	35 ft / 2 stories	35 ft / 2 stories	40 ft / 3 stories	40 ft	Underlying
Is there a Floor Area or Density Cap	4 du/acre	None	6,500 sf max	None	~400-500 du total	20 du/acre
What is the Coverage Cap for Multi-Family Development	15%	10%	25%	20%	Building 30% total 50%	Underlying
Are There Design Guidelines, Form-Based Massing Controls, and/or Building Orientation Requirements	No design guidelines	No design guidelines	No design guidelines	No design guidelines	Village District Per 8-2j and Village Center Design Principles	No design guidelines
Are there guidelines to maximize ground floor activation and a positive relationship between building and pedestrian realm	No design guidelines	No design guidelines	No design guidelines	No design guidelines	Village District Per 8-2j and Village Center Design Principles	Main façade at and parallel to public street
What is Minimum Parking Requirement (Residential)	1/studio,1;2/2+	N/A	N/A	N/A	1/studio,1;2/2+; Shared allowed by Commission	1/studio,1;2/2+; or 1.5 space / du by Commission
What is Minimum Parking Requirement (Commercial)	N/A	Restaurant: 10/1k sf	Retail: 5/1k sf; Restaurant: 10/1k sf	Retail: 5/1k sf; Restaurant: 10/1k sf; Shared allowed by Commission	Retail: 5/1k sf; Restaurant: 10/1k sf; Shared allowed by Commission	Retail: 5/1k sf; Restaurant: 10/1k sf; Shared allowed by Commission
Are There Design Guidelines to Minimize Impact of Parking on Pedestrian Realm	No design guidelines	No design guidelines	No design guidelines	No design guidelines	Village District Per 8-2j and Village Center Design Principles	No design guidelines
Are There Design Guidelines to Ensure High Quality Pedestrian Realm	No design guidelines	No design guidelines	No design guidelines	No design guidelines	Village District Per 8-2j and Village Center Design Principles; Pedestrian connectin to Route 44 and Greenway required	Must improve sidewalk adjacent to development
Is There an Affordability Inclusion	None	None	None	None	None	20% of units at or below 80% AMI for 30 years
What is the Approval Process for Multi-Family	Hearing held within 65 days, closed within 35 days, and decision within 65 days; any step can be extended with consent of applicant not to exceed 65 additional days	Land AHOZ	Land AHOZ	Land AHOZ	Hearing held within 65 days, closed within 35 days, and decision within 65 days; any step can be extended with consent of applicant not to exceed 65 additional days	Hearing held within 65 days, closed within 35 days, and decision within 65 days; any step can be extended with consent of applicant not to exceed 65 additional days

Whether each aspect of zoning will result in a substantial increase of the production of new dwelling units in transit-oriented developments and/or vibrant and multi-dimensional downtowns

- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely

Attachment D
Avon Housing Growth Zone Map





Housing Growth Zone Analysis

Borough of Naugatuck

Before entering into a Memorandum of Agreement with a Member Municipality to establish a Development District, the Authority must determine whether any zone or zones within the Member Municipality’s eligible geography and proposed by the Member Municipality’s Chief Executive Officer can be approved as Housing Growth Zones. Development Districts cannot include parcels that are governed by zoning which is not approved by the Authority as a Housing Growth Zone.

Pursuant to its authority established in CGS 8-169tt(c)(1), the Authority shall determine if any Member Municipality’s zoning regulations proposed for acceptance as a Housing Growth Zone by the Member Municipality’s Chief Executive Officer “are likely to substantially increase the production of new dwelling units necessary to meet housing demand within the region.”

The Borough of Naugatuck’s eligible geography includes the area within ½ mile radius of the Naugatuck station located on the Waterbury Branch of the MetroNorth New Haven Line. For this analysis, the center point of the ½ mile radius circle was located at the station currently under construction by the Connecticut Department of Transportation rather than at the present station. The Authority has examined every zone within ½ mile of the future train station including R-8, RA-1, RO-1, B-1, B-2, I-1, I-2, RADD, and SDD #1.

Attachment A includes a map of the eligible geography and the zone(s) therein that were considered for approval by the Authority at the request of Naugatuck’s Mayor.

Pursuant to CGS 8-169tt(c)(2): the Authority shall approve any municipal zone(s) as a Housing Growth Zone if the zone:

- (A) permits middle housing as of right, and
- (B) except as provided in subparagraph (iv) of this subdivision, the proposal requires only the approval of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission for the issuance of any applicable permits for any application that would result in a net increase of dwelling units other than middle housing units, provided such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, with respect to any application submitted pursuant to this section, shall (i) have the same power to issue any permit or approval as any other municipal body or official who would otherwise act with respect to such application, (ii) hold a single public hearing not later than thirty days after the receipt of any such application, (iii) by majority vote, determine whether to approve or deny such application not later than thirty days after such public hearing, and (iv) upon the recommendation of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, require concurrent approval from any sewer commission, water

commission, municipal wetlands commission, municipal conservation commission or board or municipal historic preservation commission of the municipality pursuant to a joint review process for such application by any such commission or board, as applicable, not later than thirty days after receipt of such application. The applicant shall file any such application with the zoning board of appeals, the planning commission, zoning commission or combined planning and zoning commission, which shall forward such application to such applicable commission or board to provide for such joint review if such review is recommended by such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission.

Attachment B includes a table that indicates whether any of the zones proposed by Naugatuck for the Authority's approval include those two provisions.

As demonstrated in *Attachment B*, none of the zones proposed by the Borough meets the two-test criteria for automatic approval as Housing Growth Zones.

For any zones that are not automatically approved due to their inclusion of the provisions identified in CGS 8-169tt(c)(2), the Authority embarked on a more detailed review to determine if any of the proposed zones are approved pursuant to CGS 8-169tt(c)(1). Pursuant to CGS 8-169tt(c)(3), as part of that review, the Authority shall consider whether or not the zone(s) contain the following zoning attributes:

- (A) allows the development of new dwelling units without the requirement of any off-street parking spaces,
- (B) requires that ten per cent of units be sold or rented at, or below, prices which will preserve the units as housing for which persons and families pay thirty per cent or less of their annual income, where such income is less than or equal to eighty per cent of the median income, for any application involving a net increase of ten or more dwelling units, and
- (C) generally promotes residential diversity.

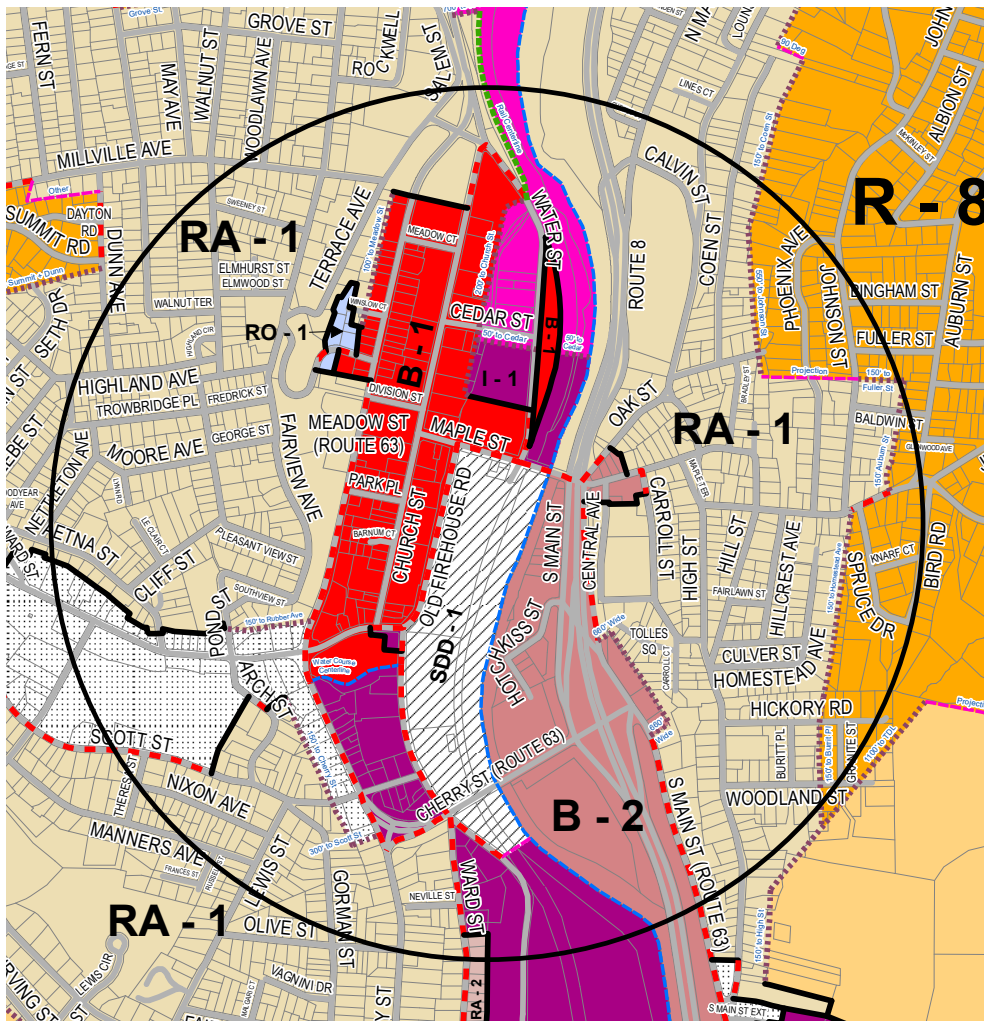
Attachment C includes a table that identifies all the factors employed in the review of Naugatuck's proposed zones.

Given the Authority's analysis, the following zone(s) are approved as Housing Growth Zones:

SDD #1

Attachment D includes a map of the boundaries of the portions of the approved Housing Growth Zones that are located in Naugatuck's eligible geography. This map depicts the area that may be included in a Development District via a subsequent Memorandum of Agreement with Naugatuck's Mayor.

Attachment A
Eligible Geography: Borough of Naugatuck



Attachment B
 Naugatuck Zoning Analysis Per CGS 8-169tt(c)(2)

Zone	R-8	RA-1	RO-1	B-1	B-2	I-1	I-2	RADD	SDD-1
<i>Duplexes, Triplexes, quadplexes, cottage clusters, and townhouses allowed as-of-right</i>	No	No	No	No	No	No	No	No	No
<i>No more than one public hearing within 30 days of application receipt; 30 day review after public hearing; concurrent review</i>	No	No	No	No	No	No	No	No	No

- Meets the statutory test
- Does not meet the statutory test

Attachment C
Naugatuck Zoning Analysis per CGS 8-169tt(c)(1) and CGS 8-169tt(c)(3)

Zone	R-8	RA-1	RO-1	B-1	B-2	I-1	I-2	RADD	SDD-1
Is Multi Family Prohibited (X), Permitted (P), Subject to Site Plan Review (S), or Subject to Special Permit (SP)	X	SP, Duplex P	SP, Duplex P	SP	SP	X	X	SP	SP
Is Mixed-Use Allowed, Encouraged or Required	Not allowed	Not allowed	Allowed with Office SP	Allowed: Retail SP, Office/Restaurant S	Required since ground floor can't be residential: Retail SP, Office/Restaurant S			Encouraged: Retail SP, Office/Restaurant SP	Required
Are Auto-Oriented Uses Allowed	Not allowed	Not allowed	Not allowed	Allowed but subject to Special Permit: Drive Thru SP, Gas Station SP, Accessory Repair SP, Accessory Freight SP	Allowed but subject to Special Permit: Drive Thru SP, Auto Service and Repair SP, Auto and Truck Sales SP, Logistics SP, Contractor Yards S, Freight SP, Public Storage SP			Allowed but subject to Special Permit: Drive Thru SP, Auto Service and Repairs SP, Auto and Truck Sales SP, Logistics SP	No drive-thru or auto uses allowed
What is the Minimum Lot Size for Multi-Family Development	5,000 per unit	5,000 per unit	5,000 per unit	5,000 (+1k per unit after first)	20,000			16,000	5,000
What is the Minimum Lot Frontage for Multi-Family Development	100 (40 in zone standards but increased via 33.10.1a3)	100 (40 in zone standards but increased via 33.10.1a3)	100 (40 in zone standards but increased via 33.10.1a3)	100 (40 in zone standards but increased via 33.10.1a3)	100 (85 in zone standards but increased via 33.10.1a3)			100 (70 in zone standards but increased via 33.10.1a3)	40
What is the Minimum Front Setback for Multi-Family Development		25	25	10	25			10 (Site Plan Review Says to Use Minimum Possible, but 24.4.5 says it can't be less than 50 feet on an Arterial)	None
What are the Minimum Side and Rear Yards for Multi-Family Development		10 Side and 25 Rear but 35 from Residential Zone (10 of that Landscaped)	10 Side and 25 Rear but 35 from Residential Zone (10 of that Landscaped)	0 Side and 10 Rear but 25 from Residential Zone (10 of that Landscaped)	15 Side and 25 Rear			15 Side and 25 Rear	0 but 25 from residential zone
What are the Height Limits for Multi-Family Development		3 st and 40 feet	3 st and 40 feet	40 feet (6 stories and 60 ft in zone standards but increased via 33.10.1b5)	3 st and 40 feet			3 st and 40 feet	120 feet
Is there a Floor Area or Density Cap		0.50 FAR; No more than 50 units per phase; Lot size results in cap of 8du/acre	1.0 FAR; No more than 50 units per phase; Lot size results in cap of 8 du/acre	2.0 FAR (structured parking exempt); No more than 50 units per phase; Lot size results in cap of 39du/acre	1.0 FAR; no more than 50 units per phase			1.5 FAR; no more than 50 units per phase	100k square feet gross floor area maximum
What is the Coverage Cap for Multi-Family Development		25	40	75	40			40	90
Are There Design Guidelines, Form-Based Massing Controls, and/or Building Orientation Requirements		no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet	no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet	no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet; 2 foot step back per 1 foot height above 30ft from EVERY property line	no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet			no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet	No design guidelines
Are there guidelines to maximize ground floor activation and a positive relationship between building and pedestrian realm		No design guidelines	No design guidelines	No design guidelines	No design guidelines			No design guidelines	No design guidelines

Whether each aspect of zoning will result in a substantial increase of the production of new dwelling units in transit-oriented developments and/or vibrant and multi-dimensional downtowns

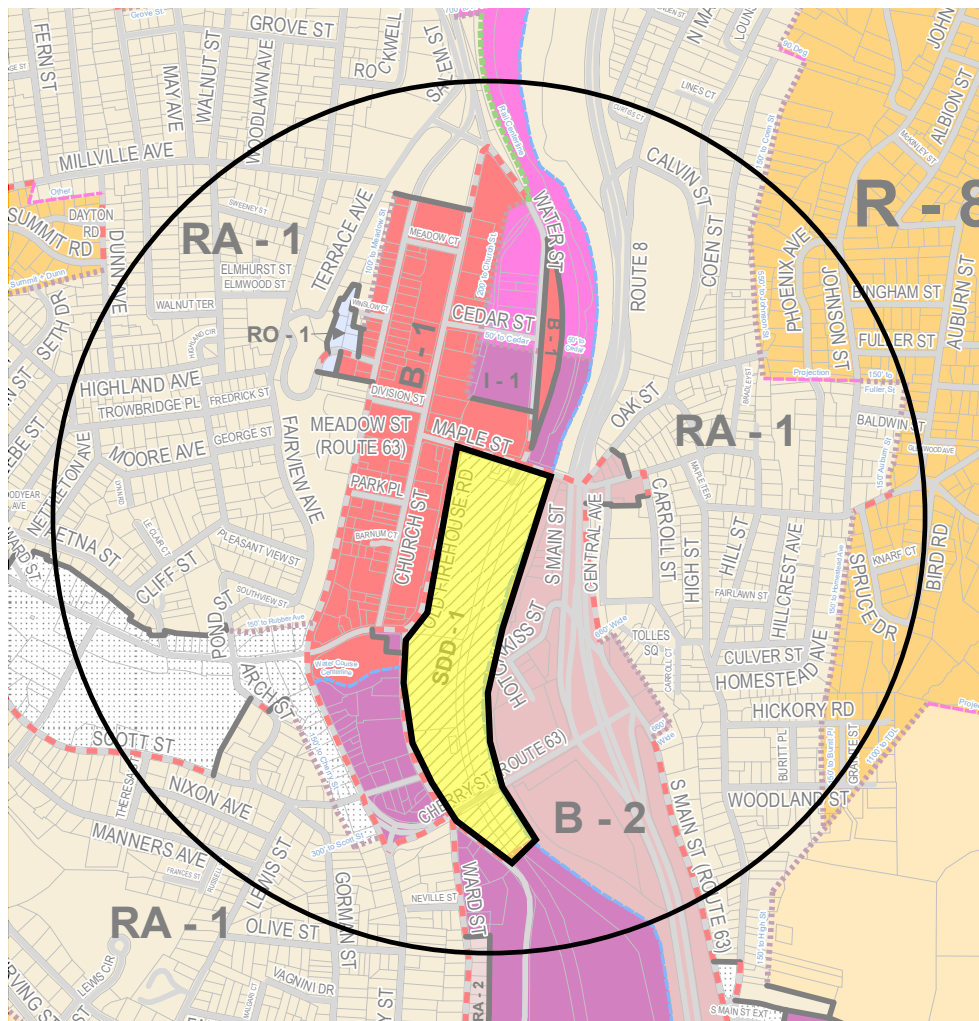
- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely

What is Minimum Parking Requirement (Residential)	3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units; can be anywhere from 15-300ft from building if common ownership parcel	3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units; can be anywhere from 15-300ft from building if common ownership parcel	3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units; can be anywhere from 15-300ft from building if common ownership parcel	3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units		3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units	0.75 Spaces Per Unit
What is Minimum Parking Requirement (Commercial)			1/150 ground floor, 1/400 above, within 300 ft of bldg, or determined by commission 26.5.10; restaurant 1/75	1/150 ground floor, 1/300 above, within 300 ft of bldg; restaurant 1/75		determined in site plan review; restaurant 1/75	3/1000; can be met within 500ft in public parking or on street if approved by commission
Are There Design Guidelines to Minimize Impact of Parking on Pedestrian Realm	No design guidelines	No design guidelines	No design guidelines; 2 driveway connections to street required	No design guidelines; 2 driveway connections to street required		Parking should be located behind building when possible and buffered when not; site access points should be minimized	No design guidelines
Are There Design Guidelines to Ensure High Quality Pedestrian Realm	No design guidelines	No design guidelines	No design guidelines	No design guidelines		Sidewalks shall be required at a location and to an extent determined by Commission	Sidewalks must be provided in accordance with downtown specifications; provide safe and convenient connections to train station and other transit; create a streetscape consistent with Church and Maple Streets
Is There an Affordability Inclusion	None	None	None	None		None	None
What is the Approval Process for Multi-Family	SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8	SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8	SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8	SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8		SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8	Exempt from 33.10 Multi-Family Standards; SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8

Whether each aspect of zoning will result in a substantial increase of the production of new dwelling units in transit-oriented developments and/or vibrant and multi-dimensional downtowns

- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely

Attachment D
Naugatuck Housing Growth Zone Map



RTM PETITION FORM

Lead Petitioner: I Kristin MOTT PORCELL am designated as lead petitioner.
 Address: 5 FAIRFIELD AVE
 Phone: 203-451-6405 E-mail: Kristine.motte@gmail.com

LEAD PETITIONER WILL BE THE PRIMARY CONTACT FOR THE TOWN CLERK, AND WILL BE RESPONSIBLE FOR COMPILING AND DELIVERING TO THE TOWN CLERK ALL DOCUMENTATION IN SUPPORT OF THE PETITION.

Petition request: Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.

NOTICE TO PETITIONERS:

By signing this petition you acknowledge that the lead petitioner will have the authority to act on your behalf with respect to the subject matter of this petition. This authority includes withdrawing the petition at the lead petitioner's discretion.

(18)

RECEIVED FOR RECORD
 WESTPORT TOWN CLERK
 2015 OCT 16 P 2:22
 JEFFREY M. DUMBERSON

	Signature of Elector	Printed Name of Elector	Date of Birth	Street Address	Date Signed
1	<i>Kristin Mott Porcell</i>	Kristin Porcell	7-31-66	5 Fairfield Ave	10-7-25
2	<i>Chris Jait</i>	Chris Jait	7/2/64	10 Queen Victoria	10-7-25
3	<i>Candace Banks</i>	Candace Banks	8/3/74	3 Tulip Lane Westport	10-7-25
4	<i>Nancy Kail</i>	Nancy Kail	2.15.62	15 RiverView Rd	10.7.25
5	<i>Julie Wramond</i>	Julie Wramond	04.06.66	3 Elliot Lane	10.7.25
6	<i>Karen Kramond</i>	Karen Kramond	10/6/55	140 Hamblewood	10-7-25
7	<i>Braun B. B. B.</i>	Braun B. B. B.	1-27-75	37 High Court Rd	10-7-25
8	<i>Andrew Coukenda</i>	Andrew Coukenda	07/29/79	83 Grove Pond	10-7-25
9	<i>Peter Gold</i>	PETER GOLD	5/25/58	92 REGENTS PK	10/7/25
10	<i>Lauren Karpf</i>	Lauren Karpf	4/17/75	19 Twin Circle Dr	10/7/25
11	<i>Andrew Bloom</i>	Andrew Bloom	6/2/94	5 Hagen Trail	10/10/25
12	<i>Ellen Lautenbarg</i>	ELLEN LAUTENBARG	09/04/57	10 Woody Lane	10/10/25
13	<i>Terrence Purcell</i>	TERRENCE PURCELL	8/31/68	5 FAIRFIELD AVE	10/10/25
14	<i>Laurence Weisman</i>	Laurence Weisman	5/6/39	11 Greenwood Ln.	10/16/25
15	<i>Bruce Becker</i>	BRUCE BECKER	10.11.58	3 QUENTIN RD	10/16/25
16	<i>Gail Coukenda</i>	Gail Coukenda	12/13/74	30 Island Way	10/16/25
17	<i>Debra Grant</i>	Debra Grant	07/24/53	2 Cherry Lane	10/16/25
18	<i>Gail Zabaday</i>	Gail Zabaday	04/15/53	48 Tanna Blvd	10/16/25
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RTM PETITION FORM

Lead Petitioner: Kristin MOTT PORCELL am designated as lead petitioner.
 Address: 5 FAIRFIELD AVE
 Phone: 203-451-6405 E-mail: Kristinemotte@gmail.com

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Petition request: Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.

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12

RECEIVED FOR RECORD
 WESTPORT TOWN CLERK
 2025 OCT 16 P 2:21
 JENNIFER M. JONES
 TOWN CLERK

	Signature of Elector	Printed Name of Elector	Date of Birth	Street Address	Date Signed
✓ 1		Jenna Pardo	6/17/86	1 Blind Brook Rd S	10/16/25
✓ 2		HARRIS FALK	12/18/71	14 OVERLOOK RD	10/16/25
✓ 3		Robert Magnusa	4/1/75	12 Bliny Brooks Rd	10/16/25
✓ 4		Abby Tolon	6/11/64	9 Hirsch Rd	10/16/25
✓ 5		Graybill	12/17/68	7 Bradley St	10/16/25
✓ 6		KAREN A. WENDELL	10/29/55	80 Maple Ave South	10/16/2025
✓ 7		Joseph P. Scordato	1/2/56	80 Maple Ave South	10/16/2025
✓ 8		Elie Margoussan	3/8/78	12 Blind Brook Rd	10/16/2025
✓ 9		Melissa Len	12/20/75	3 Indian Pt Ln	10/16/25
✓ 10		Wendy Botreau	1/30/53	6 Arden Rd	10/16/25
✓ 11		Kristin Schweeman	5/11/66	276 Main St.	10/16/25
✓ 12		Sal Luccan	12/18/72	50 Dunbar	10/16/25
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RTM PETITION FORM

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 Address: 5 FAIRFIELD AVE
 Phone: 203-451-6405 E-mail: Kristinemotte@gmail.com

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Petition request: **Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.**

NOTICE TO PETITIONERS:

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RECEIVED FOR RECORD
 WESTPORT TOWN CLERK
 2025 OCT 16 P 2:24

(3)

Not Rejected

	Signature of Elector	Printed Name of Elector	Date of Birth	Street Address	Date Signed
1	<i>Michael Perry</i>	<i>Michael Perry</i>	4-27-54	43 Sylvan Rd. W	10/16/25
2	<i>Kate Weber</i>	<i>KATE WEBER</i>	11/5/58	105 Harbor Rd	10/16/25
3	<i>Bishop Patel</i>	<i>Bishop Patel</i>	5/13/69	10 Stony Point Rd	10/16/25
4	<i>R. L. R.</i>	<i>Richard Lewenshaw</i>	2/21/38	372 Greensfarm Rd	10/16/25
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The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Boundaries of Downtown as defined by the POCD.docx \(LINK\)](#)